

EXHIBIT P

CALL
C)



**STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED**

August 04, 2014 8:02 AM

Doc No(s) A-53290489



/s/ HECKI ANN THOMPSON
REGISTRAR

1 1/1 SKC
8-32502539

LAND COURT	REGULAR SYSTEM
AFTER RECORDING, RETURN BY MAIL ()	PICK-UP (X)

TO: KARYN A. DOI, ESQ.
LEU OKUDA & DOI
222 Merchant Street, Main Floor
Honolulu, Hawaii 96813
Tel: (808) 538-1921

This document contains 5 pages
(including cover page)

TMK: (3) 7-3-047-016

NOTICE OF PENDENCY OF ACTION;
DECLARATION OF KARYN A. DOI

CAIT
C



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

August 04, 2014 8:02 AM

Doc No(s) A-53290489



/s/ NICKI ANN THOMPSON
REGISTRAR

1 1/1 SKC
B-32602539

LAND COURT	REGULAR SYSTEM
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TMK: (3) 7-3-047-016

NOTICE OF PENDENCY OF ACTION;
DECLARATION OF KARYN A. DOI

LEU OKUDA & DOI
ATTORNEYS AT LAW

2014 JUL 30 AM 8:33

KARYN A. DOI 7687
The Merchant House
222 Merchant Street, Main Floor
Honolulu, Hawaii 96813
Telephone No. (808) 538-1921
Facsimile No. (808) 523-9585

HENRIETTA CHONG, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

14-1-233K

MLB SUB I, LLC,	)	CIVIL NO.
	)	(Foreclosure)
Plaintiff,)	
	)	NOTICE OF PENDENCY OF
vs.	)	ACTION;
)	
SANFORD A. MOHR, Individually	)	DECLARATION OF KARYN A. DOI
and as Trustee under the)	
unrecorded Declaration of)	
Revocable Trust of Sanford A.)	
Mohr and Tina A. Mohr dated)	
October 15, 1996; TINA A. MOHR,)	
Individually and as Trustee)	
under the unrecorded)	
Declaration of Revocable Trust)	
of Sanford A. Mohr and Tina A.)	
Mohr dated October 15, 1996;)	
MORTGAGE ELECTRONIC)	
REGISTRATION SYSTEMS, INC.;)	
UNITED STATES OF AMERICA; JOHN)	
and MARY DOES 1-20; DOE)	
PARTNERSHIPS, CORPORATIONS or)	
OTHER ENTITIES 1-20,)	
)	
Defendants.)	

NOTICE OF PENDENCY OF ACTION

Pursuant to Hawaii Revised Statutes §634-51, notice is
hereby given that an action has been filed by Plaintiff MLB SUB

I hereby certify that this is a full, true and correct
copy of the original on file in this office.


Clerk, Third Circuit Court, State of Hawaii

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

MLB SUB I, LLC,	)	CIVIL NO. _____
	)	(Foreclosure)
Plaintiff,)	
	)	DECLARATION OF KARYN A. DOI
vs.)	
)	
SANFORD A. MOHR, Individually)	
and as Trustee under the)	
unrecorded Declaration of)	
Revocable Trust of Sanford A.)	
Mohr and Tina A. Mohr dated)	
October 15, 1996; TINA A. MOHR,)	
Individually and as Trustee)	
under the unrecorded)	
Declaration of Revocable Trust)	
of Sanford A. Mohr and Tina A.)	
Mohr dated October 15, 1996;)	
MORTGAGE ELECTRONIC)	
REGISTRATION SYSTEMS, INC.;)	
UNITED STATES OF AMERICA; JOHN)	
and MARY DOES 1-20; DOE)	
PARTNERSHIPS, CORPORATIONS or)	
OTHER ENTITIES 1-20,)	
)	
Defendants.)	
)	

DECLARATION OF KARYN A. DOI

KARYN A. DOI declares as follows:

1. I am an attorney of record for Plaintiff MLB SUB I, LLC, ("Plaintiff") in the above-entitled action, and I make this declaration based on personal knowledge.

2. Plaintiff is seeking to foreclose on its Mortgage and has filed a foreclosure action herein. The Mortgage is dated April 16, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-082632 ("Mortgage").

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

MLB SUB I, LLC,	)	CIVIL NO. _____
	)	(Foreclosure)
Plaintiff,)	
	)	DECLARATION OF KARYN A. DOI
vs.)	
)	
SANFORD A. MOHR, Individually)	
and as Trustee under the)	
unrecorded Declaration of)	
Revocable Trust of Sanford A.)	
Mohr and Tina A. Mohr dated)	
October 15, 1996; TINA A. MOHR,)	
Individually and as Trustee)	
under the unrecorded)	
Declaration of Revocable Trust)	
of Sanford A. Mohr and Tina A.)	
Mohr dated October 15, 1996;)	
MORTGAGE ELECTRONIC)	
REGISTRATION SYSTEMS, INC.;)	
UNITED STATES OF AMERICA; JOHN)	
and MARY DOES 1-20; DOE)	
PARTNERSHIPS, CORPORATIONS or)	
OTHER ENTITIES 1-20,)	
)	
Defendants.)	
_____)	

DECLARATION OF KARYN A. DOI

KARYN A. DOI declares as follows:

1. I am an attorney of record for Plaintiff MLB SUB I, LLC, ("Plaintiff") in the above-entitled action, and I make this declaration based on personal knowledge.

2. Plaintiff is seeking to foreclose on its Mortgage and has filed a foreclosure action herein. The Mortgage is dated April 16, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-082632 ("Mortgage").

LEU OKUDA & DOI
ATTORNEYS AT LAW

2014 JUL 30 AM 8:33

KARYN A. DOI 7687
The Merchant House
222 Merchant Street, Main Floor
Honolulu, Hawaii 96813
Telephone No. (808) 538-1921
Facsimile No. (808) 523-9585

HENRIETTA CHONG, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

14-1-235K

MLB SUB I, LLC,	)	CIVIL NO. _____
	)	(Foreclosure)
Plaintiff,)	
	)	NOTICE OF PENDENCY OF
vs.	)	ACTION;
)	
SANFORD A. MOHR, Individually	)	DECLARATION OF KARYN A. DOI
and as Trustee under the)	
unrecorded Declaration of)	
Revocable Trust of Sanford A.)	
Mohr and Tina A. Mohr dated)	
October 15, 1996; TINA A. MOHR,)	
Individually and as Trustee)	
under the unrecorded)	
Declaration of Revocable Trust)	
of Sanford A. Mohr and Tina A.)	
Mohr dated October 15, 1996;)	
MORTGAGE ELECTRONIC)	
REGISTRATION SYSTEMS, INC.;)	
UNITED STATES OF AMERICA; JOHN)	
and MARY DOES 1-20; DOE)	
PARTNERSHIPS, CORPORATIONS or)	
OTHER ENTITIES 1-20,)	
)	
Defendants.)	

NOTICE OF PENDENCY OF ACTION

Pursuant to Hawaii Revised Statutes §634-51, notice is hereby given that an action has been filed by Plaintiff MLB SUB

I hereby certify that this is a full, true and correct copy of the original on file in this office.


Clerk, Third Circuit Court, State of Hawaii

3. Defendants SANFORD A. MOHR and TINA A. MOHR's failure to make scheduled payments of principal and interest represents a default of the repayment terms under the Mortgage and Note.

4. The mortgaged real property affected is located at 73-4787 Halolani Street, Kailua-Kona, Hawaii 96740-9211 (TMK: (3) 7-3-047-016), and is more fully described in the legal description attached to the Mortgage.

5. In accordance with the Hawaii Revised Statutes §634-51, Plaintiff desires to file a notice of pendency in this action and to file such notice in the Bureau of Conveyances of the State of Hawaii, as aforesaid.

6. The only purpose for which notice is to be filed and recorded is to place others on notice of the pendency of this action to foreclose the Mortgage held by Plaintiff. Such notice is intended as notice to the rest of the world of this lawsuit and not to create a new interest, lien, encumbrance, right or title on the mortgaged property.

I, KARYN A. DOI, declare under the penalty of law that the foregoing is true and correct.

Executed on JUL 2 8 2014, in Honolulu, Hawaii.



KARYN A. DOI
Attorney for Plaintiff

I, LLC, against the above-named Defendants, seeking foreclosure of its Mortgage dated April 16, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-082632, relating to that certain parcel of mortgaged real property located at 73-4787 Halolani Street, Kailua-Kona, Hawaii 96740-9211 (TMK: (3) 7-3-047-016), as described in the legal description attached thereto.

DATED: Honolulu, Hawaii, JUL 28 2014.



KARYN A. DOI
Attorney for Plaintiff

EXHIBIT Q

From: "Lester Leu" <Lester@leu-okuda.com>
To: Mohrs
Date: March 25, 2014 12:07:41 PM HST
Cc: "George Zweifel" <gzweibelaw@gmail.com>

1 Attachment 180 KB

George,

We are now representing MLB Sub, I, LLC which now owns and holds the first mortgage on this property.

We noticed the attached civil action.

Are you still representing the Mohrs in this matter? Who filed bk and is bk resolved?

Please call me to discuss.

Thanks.

Lester K. M. Leu, Esq.
Leu Okuda & Dol, Attorneys at Law
The Merchant House
222 Merchant Street, Main Floor
Honolulu, Hawaii 96813
Tel. (808) 538-1921
Fax. (808) 523-9585
Business hours: Mon. - Fri. from 8:00 a.m. to 5:00 p.m. (HST).*

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THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST THE PROPERTY.

Mohr - bcc.pdf (180 KB)

George Zweibel <gzweibelaw@gmail.com>
Re: Mohrs
April 9, 2014 12:09 PM

Lester,

Andrew Iwashita and I will be filing a motion to withdraw shortly.

Regarding the bankruptcy, Defendant BNC Mortgage, Inc., Successor in Interest, By Merger, to Finance America, LLC (an original named defendant) filed a Chapter 11 bankruptcy petition (No. 09-10137(JMP)) in the U.S. Bankruptcy Court for the Southern District of New York in 2009. I believe BNC is/was an affiliate of Lehman Brothers Holdings, Inc., and that the former bankruptcy was jointly administered as part of the latter's Chapter 11 bankruptcy in the same court, which I think is still in some stage of distributing assets. Judge Ibarra entered an order staying the Hawaii action after Alston Hunt filed a notice of bankruptcy on BNC's behalf. No one has ever notified us regarding resolution of the BNC bankruptcy.

We will keep you apprised regarding our motion to withdraw.

George

On Mar 25, 2014, at 5:42 PM, Lester Leu wrote:

Thank you.

Lester K. M. Leu, Esq.
Leu Okuda & Doi, Attorneys at Law
The Merchant House
222 Merchant Street, Main Fl.
Honolulu, Hawaii 96811
Tel. (808) 538-1311
Fax. (808) 538-9585
Business hours: Mon. - Fri. from 8:00 a.m. to 5:00 p.m. (HST).

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THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST THE PROPERTY.

>>> George Zweibel <gzweibelaw@gmail.com> 3/25/2014 5:41 PM >>>
Alpha Lester,

This case has been inactive for a long time. I am currently on the mainland. I will talk with my co-counsel in this case, Andrew Iwashita, one of us will get back with you ASAP.

George

On Tue, Mar 25, 2014 at 12:07 PM, Lester Leu <lester@leuokuda.com> wrote:

George,
We are now representing WLB Sub. 1, LLC which now owns and holds the first mortgage on this property.
We noticed the attached civil action.
Are you still representing the Mohrs in this matter? Who filed it and is it resolved?
Please call me to discuss.

EXHIBIT R

EXHIBIT R Page 1 of 6



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

September 10, 2013 8:02 AM

Doc No(s) A-50010484



1 1/1 kco
B-32335604

/s/ NICKI ANN THOMPSON
REGISTRAR

Conveyance Tax \$0.00

Land Court

Regular System

AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP ()

DARL C. GLEED & ASSOCIATES, LLLC
75-5905 Walua Road, Suite 10
Post Office Box 759
Kailua-Kona, Hawaii 96745

TMK: (3) 7-3-047-016

WARRANTY DEED

THIS DEED, made this 29th day of August, 2013, by **SANFORD A. MOHR and TINA A. MOHR**, husband and wife, whose mailing address is 73-4787 Halolani Street, Kailua-Kona, Hawaii 96740, hereinafter called the "**Grantor**", and **SANFORD A. MOHR and TINA A. MOHR**, **Trustees under the unrecorded "Declaration of Revocable Trust of Sanford A. Mohr and Tina A. Mohr" dated October 15, 1996, and any amendments thereto**, having all powers under said trust agreement, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all the lands of the

trust estate and interests therein, whose mailing address is 73-4787 Halolani Street, Kailua-Kona, Hawaii 96740, hereinafter called the "Grantee";

W I T N E S S E T H:

That in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, in the following proportions and estates:

SANFORD A. MOHR and TINA A. MOHR, Trustees under the unrecorded "Declaration of Revocable Trust of Sanford A. Mohr and Tina A. Mohr" dated October 15, 1996, and any amendments thereto, having all powers under said trust agreement, including full power to sell, convey, exchange, mortgage, lease, assign, or otherwise deal with and dispose of all lands of the trust estate and interest therein, IN TRUST, said Grantees' successors, devisees, and assigns.

FURTHER, the Grantors and Grantees hereby declare that this conveyance is made pursuant to Hawaii Revised Statutes Section 509-2, and notice is hereby given that the Grantors and Grantees intend to and hereby do continue their tenants by the entirety creditor protection, that the property described in said Exhibit "A" will be held and governed by the Grantors' joint revocable trust agreement hereinbefore identified, which trust agreement is revocable and amendable by either or both of the respective Grantors, and that the property described in said Exhibit "A" shall continue to be immune from the claims of each of the Grantors' separate creditors and each of the Grantees' separate creditors;

all of that certain property described in Exhibit "A" attached hereto and by reference made a part hereof.

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee, according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except as may herein specifically be set forth; that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons.

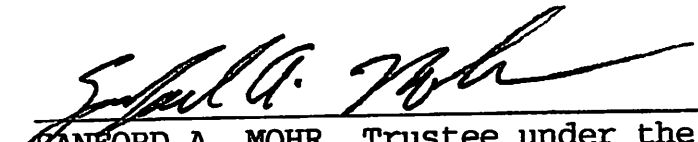
AT ALL TIMES HEREIN the terms "Grantor" and "Grantee" or any pronouns used in place thereof, shall mean and include the masculine or feminine, singular or plural number, and individuals, firms or corporations, and their and each of their respective heirs, legal representatives, successors and assigns, according to the context thereof, and the covenant of any two or more persons herein shall be joint and several.


IN WITNESS WHEREOF, the Grantors and Grantees have executed
these presents on the day and year first above written.


SANFORD A. MOHR


TINA A. MOHR

GRANTOR


SANFORD A. MOHR, Trustee under the
unrecorded "Declaration of
Revocable Trust of Sanford A. Mohr
and Tina A. Mohr" dated October 15,
1996


TINA A. MOHR, Trustee under the
unrecorded "Declaration of
Revocable Trust of Sanford A. Mohr
and Tina A. Mohr" dated October 15,
1996

GRANTEE

(Notary acknowledgments attached)

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

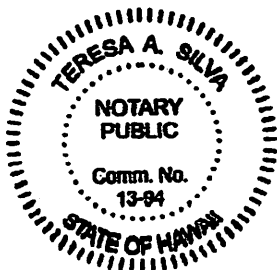
On this 29th day of August, 2013, before me personally appeared SANFORD A. MOHR and TINA A. MOHR, to me known, or having proved to me on the basis of satisfactory evidence, to be the persons described in and who executed the foregoing 6 page (including Exhibit "A") Warranty Deed, dated August 29, 2013 (document date), and acknowledged that they executed the same as their free act and deed.



Teresa A. Silva
Teresa A. Silva, Notary Public
Third Circuit, State of Hawaii
My commission expires: 03/17/2017

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

On this 29th day of August, 2013, before me personally appeared SANFORD A. MOHR and TINA A. MOHR, Trustees under the unrecorded "Declaration of Revocable Trust of Sanford A. Mohr and Tina A. Mohr" dated October 15, 1996, to me known, or having proved to me on the basis of satisfactory evidence, to be the persons described in and who executed the foregoing 6 page (including Exhibit "A") Warranty Deed, dated August 29, 2013 (document date), and acknowledged to me that they executed the same as their free act and deed in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Teresa A. Silva
Teresa A. Silva, Notary Public
Third Circuit, State of Hawaii
My commission expires: 03/17/2017

EXHIBIT "A"

All of that certain parcel of land situate at Kaloko, District of North Kona, Island and County of Hawaii, State of Hawaii, being LOT 15 of the "KONA HEAVENS UNIT I", as shown on File Plan Number 1423, filed in the Bureau of Conveyances of the State of Hawaii, and containing an area of 43,898 square feet, more or less.

BEING the same premises conveyed to the Grantor herein by Deed dated October 20, 2003 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-270837.

SUBJECT, HOWEVER, TO:

1. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DEED

DATED : July 15, 1975
RECORDED : Liber 10816 Page 44

2. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : ENCROACHMENT AGREEMENT

DATED : May 8, 1996
RECORDED : Document No. 96-077083
PARTIES : GERALD R. CYSEWSKI, an unmarried man, and TINA
PLIURA-MOHR, a married woman

3. Any and all encumbrances, whether recorded or unrecorded, existing as of the date of recording of this instrument in said Bureau of Conveyances.

END OF EXHIBIT "A"